

EXHIBIT B

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6 **UNITED STATES DISTRICT COURT**
7 **WESTERN DISTRICT OF WASHINGTON**
8 **AT SEATTLE**

9 **IN ADMIRALTY**

10 TRAVELERS PROPERTY CASUALTY
11 COMPANY OF AMERICA,

12 Plaintiff,

13 v.

14 EXPEDITORS INTERNATIONAL OF
15 WASHINGTON, INC.,

16 Defendant.

NO:

COMPLAINT

17 Plaintiff's complaint follows:

18 1. Plaintiff TRAVELERS PROPERTY CASUALTY COMPANY
19 OF AMERICA, ("Plaintiff"), is now, and at all times herein material was, a corporation
20 duly organized and existing by virtue of law and was the insurer of a certain shipment of
21 hardwood floor finish stuffed into ocean containers number CGMU9287105 and
22 APRU5833114 and carried by vessel from Helsingborg, Sweden to Charleston, South
23 Carolina (the "CARGO").

24 2. Plaintiff is informed and believes that defendant EXPEDITORS
25 INTERNATIONAL OF WASHINGTON, INC. ("Defendant") is now, and at all times
26 material herein was, a corporation duly organized and existing by virtue of law and

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1 engaged in the business as a common carrier for hire, non-vessel operating common
2 carrier, and/or transportation intermediary within the United States and this judicial
3 district, with places of business in this district.

4 3. Plaintiff's complaint contains a cause of action for damage to cargo
5 arising under a statute of the United States, namely the Carriage of Goods by Sea Act, 46
6 U.S.C. § 30701 note, *et. seq.* (2006) ("COGSA") and is therefore within the jurisdiction
7 of this Court pursuant to 28 U.S.C. § 1331, as more fully appears herein. Additionally,
8 the Court has admiralty jurisdiction pursuant to 28 U.S.C. § 1333. These are admiralty
9 and maritime claims within the meaning of Rule 9(h), Federal Rules of Civil Procedure.

10 4. Plaintiff is informed and believes, and therefore alleges that the CARGO
11 was received in good order and condition by Defendant and/or its subcontractors on or
12 about the date and at the Place of Receipt as identified in the attached bills of lading.
13 Plaintiff further alleges that in exchange for good and valuable consideration defendant
14 agreed to transport and carry the shipment it received to Charleston, South Carolina and
15 there deliver said shipment to the lawful owner of the shipment in the same condition as
16 when received. Defendant further agreed that the CARGO was to be carried in
17 temperature-controlled containers set at +18 Celsius.

18 5. Prior to delivery, defendant advised the cargo owner and/or the owner's
19 agents that its subcontracted ocean carrier had set the temperature incorrectly on the
20 containers carrying the CARGO. Plaintiff is informed and believes that the temperature
21 was set at -5 degrees Celsius – below freezing.

22 6. The vessel carrying the cargo subsequently arrived at Charleston, South
23 Carolina, and discharged the CARGO on or about December 5, 2021. The CARGO was
24 then drayed to a bonded warehouse in Charleston, where exceptions were taken noting
25 the improper temperature.
26

7. The CARGO was damaged due to the freezing temperatures it was subjected to during transit.

8. Prior to Defendant's receipt of the shipments and any loss thereto, Plaintiff issued its policy of insurance whereby Plaintiff agreed to indemnify the owner of said shipment and its assigns against loss or damage to said shipments, and Plaintiff has heretofore become obligated to pay and has paid to the person entitled to payment under said policy of insurance the amount of \$344,321.95. Plaintiff is contractually and/or equitably subrogated to the rights and claims of the aforesaid cargo owners as against defendant.

FIRST CAUSE OF ACTION

(Damage to Cargo - COGSA)

9. Plaintiff refers to and incorporates herein by reference paragraphs 1-8 as though fully set forth herein.

10. Defendant, under contracts of carriage, namely the bills of lading attached hereto and/or a master service agreement with plaintiff's insured, and in return for good and valuable consideration, agreed to carry the shipment it received a port of a foreign country to Charleston South Carolina, and there deliver said shipment in the same good order, condition, and quantity as when received to the lawful owner of the shipment.

11. Thereafter, in breach of and in violation of said agreements and its duty as a common carrier of goods by sea for hire, defendant did not deliver the CARGO in the same good order, condition, and quantity as received. To the contrary, defendant delivered their respective shipment in a damaged condition.

12. By reason of defendant's failure to deliver the shipment it received in the same good order and condition, defendant has caused a loss to Plaintiff in the amount of \$344,321.95 no part of which has been paid by defendant.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

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SECOND CAUSE OF ACTION

(Breach of Contract)

13. Plaintiff refers to and incorporates herein by reference paragraphs 1-8 as though fully set forth herein. This cause of action is plead in the alternative.

14. Each defendant, including DOE ONE through TEN, under contracts of carriage, namely the bills of lading identified in Schedule A and others, including without limitation service agreement(s), and in return for good and valuable consideration, agreed to transport and carry the shipment it received, to the Charleston, South Carolina, and there deliver said shipment in the same good order, condition, and quantity as when received to the lawful owner of the shipment.

15. In breach of said contract, defendant did not deliver the shipment it received in the same good order, condition, and quantity as when received. To the contrary, defendant delivered the CARGO damaged by temperature abuse.

16. By reason of defendant's failure to deliver the shipment it received in the same good order and condition, defendant has caused a loss to Plaintiff in the amount of \$344,321.95. no part of which has been paid by defendant.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

THIRD CAUSE OF ACTION

(Bailment)

17. Plaintiff refers to and incorporates herein by reference paragraphs 1-8 as though fully set forth herein. This cause of action is plead in the alternative.

18. In receiving and arranging for the shipments of cargo, either by themselves or through their agents, defendant, acted as a bailee for hire, setting up a bailment agreement as a matter of law. In breach of said bailment agreement, defendant failed to safely deliver the shipment it received in the same good order and condition. To the contrary, the shipment was delivered damaged

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19. By reason of defendant's failure to deliver the shipment it received in the same good order and condition, defendant has caused a loss to Plaintiff in the amount of \$344,321.95 no part of which has been paid by defendant.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

FOURTH CAUSE OF ACTION

(Damage to Cargo – Harter Act, 46 U.S.C. § 30704)

20. Plaintiff refers to and incorporates herein by reference paragraphs 1-8 as though fully set forth herein. This cause of action is pled in the alternative.

22. Defendant, under contracts of carriage, namely the bills of lading attached hereto and/or a master service agreement with plaintiff's insured, and in return for good and valuable consideration, agreed to carry the shipment it received a port of a foreign country to Charleston South Carolina, and there deliver said shipment in the same good order, condition, and quantity as when received to the lawful owner of the shipment.

23. Thereafter, in breach of and in violation of said agreements and their duties as a common carrier of goods by sea for hire, defendant did not deliver the shipment that it received in the same good order, condition, and quantity. To the contrary, defendant delivered their respective shipment in a damaged condition.

24. By reason of defendant's failure to deliver the shipment it received in the same good order and condition, defendant has caused a loss to Plaintiff in the amount of \$344,321.95 no part of which has been paid by defendant.

WHEREFORE, Plaintiff TRAVELERS PROPERTY CASUALTY COMPANY
OF AMERICA prays for relief as follows:

A. That this Court enter judgment in its favor and against defendant for Plaintiff's damages;

B. That this Court decree payment by defendant and to Plaintiff in the sum of \$344,321.95 together with contractual attorneys' fees, prejudgment interest thereon and costs of suit herein;

C. That Plaintiff have such other and further relief as in law and justice it may be entitled to receive.

DATED: December 2, 2022

GOEHLER & ASSOCIATES

/s/ Edward F. St.Onge Jr.

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Attorney for Plaintiff